Company Tracking Number: STAR-AR-CMP-HOGS-0408

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package

Liability

Product Name: Star-CW-CMP-Hogs-0408

Project Name/Number: Star-CW-CMP-Hogs-0408/Star-CW-CMP-Hogs-0408

Filing at a Glance

Company: Star Insurance Company

Product Name: Star-CW-CMP-Hogs-0408 SERFF Tr Num: MEAD-125554914 State: Arkansas

TOI: 05.0 Commercial Multi-Peril - Liability & SERFF Status: Closed State Tr Num: EFT \$50

Non-Liability

Sub-TOI: 05.0003 Commercial Package Co Tr Num: STAR-AR-CMP- State Status: Fees verified and

HOGS-0408 received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi,

Llyweyia Rawlins, Brittany Yielding

Author: Louis Sugarman Disposition Date: 04/08/2008
Date Submitted: 03/31/2008 Disposition Status: Approved

Effective Date Requested (New): 05/01/2008 Effective Date (New): 05/01/2008

Effective Date Requested (Renewal): 05/01/2008 Effective Date (Renewal):

05/01/2008

State Filing Description:

General Information

Project Name: Star-CW-CMP-Hogs-0408 Status of Filing in Domicile: Authorized

Project Number: Star-CW-CMP-Hogs-0408 Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 04/08/2008

State Status Changed: 04/08/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Dear Sir or Madam:

Star Insurance Company (Star) writes commercial lines of insurance in your state, Star is a member of the Insurance Services Office (ISO), and Star has authorized ISO to file rules and forms on our behalf in your state. We write a set of

SERFF Tracking Number: MEAD-125554914 State: Arkansas
Filing Company: Star Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: STAR-AR-CMP-HOGS-0408

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package

Liability

Product Name: Star-CW-CMP-Hogs-0408

Project Name/Number: Star-CW-CMP-Hogs-0408/Star-CW-CMP-Hogs-0408

commercial multiple peril agricultural programs for Hog Confinement, Seed Producers, and Feedlot operations in your state using an array of ISO and independent rates, forms, and endorsements. We note that rates are exempt from formal filing requirements in Arkansas, so manual pages will be desk-filed for recordkeeping purposes.

For Hog Confinement operations, we apply to revise two endorsements, and we apply to introduce a new endorsement with an accompanying rate and rule on a revised manual page. The proposed two form revisions, 4246 GL Livestock Care, Custody or Control and 4262 CP Livestock Suffocation are for clarification purposes only and are anticipated to have no rate effect on insureds. For 4246 GL Livestock Care, Custody or Control, we have found that exlusion 8 has caused confusion among insureds; we eliminate this exclusion and propose to address any related individual risk issues through underwriting and loss control. For 4262 CP Livestock Suffocation, we further define the alarm systems required for partial or complete power outages. The charge for the new endorsement 4745 CP Livestock Transit Coverage is based on that of a key competitor, and as such is presumed to be a competitive rate which in the long term will approximately cover the expected loss costs, such that there is anticipated to be no rate effect on insureds electing this endorsement.

For Hog Confinement and Seed Producers operations, we apply to add an Equipment Breakdown enhancement endorsement and schedule, along with a manual page showing rates and rules. Please note that we already have this coverage filed in your state for Feedlot operations. The Equipment Breakdown perils have traditionally been covered under separate Boiler and Machinery coverage forms. A growing trend within the industry is to include this coverage under one contract by providing coverage through an enhancement endorsement. This enhancement endorsement adds back the three Equipment Breakdown perils (Mechanical, Electrical and Pressure system breakdown) which are normally excluded in the property forms. This is an optional coverage to be elected by insureds.

Forms are submitted on a prior appproval basis; manual page rates and rules are desk-filed for recordkeeping purposes. We apply to implement these changes effective 05/01/08 or as soon as practical following your approval of this filing. Enclosed please find filing documentation for your review.

Thank you for your consideration,

Louis Sugarman Senior Compliance Analyst

Company Tracking Number: STAR-AR-CMP-HOGS-0408

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package

Liability

Product Name: Star-CW-CMP-Hogs-0408

Project Name/Number: Star-CW-CMP-Hogs-0408/Star-CW-CMP-Hogs-0408

Meadowbrook Insurance Group

248-204-8228

Company and Contact

Filing Contact Information

26255 American Drive (248) 204-8228 [Phone] Southfield, MI 48034 (248) 358-1614[FAX]

Filing Company Information

Star Insurance Company CoCode: 18023 State of Domicile: Michigan 26255 American Drive Group Code: 748 Company Type: property and

casualty

Southfield, MI 48034 Group Name: Meadowbrook State ID Number:

(248) 358-1100 ext. [Phone] FEIN Number: 38-2626205

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No

Fee Explanation: Form filing \$50.00

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Star Insurance Company \$50.00 03/31/2008 19158942

Company Tracking Number: STAR-AR-CMP-HOGS-0408

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package

Liability

Product Name: Star-CW-CMP-Hogs-0408

Project Name/Number: Star-CW-CMP-Hogs-0408/Star-CW-CMP-Hogs-0408

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	04/08/2008	04/08/2008

Company Tracking Number: STAR-AR-CMP-HOGS-0408

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package

Liability

Product Name: Star-CW-CMP-Hogs-0408

Project Name/Number: Star-CW-CMP-Hogs-0408/Star-CW-CMP-Hogs-0408

Disposition

Disposition Date: 04/08/2008

Effective Date (New): 05/01/2008

Effective Date (Renewal): 05/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: STAR-AR-CMP-HOGS-0408

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package

Liability

Product Name: Star-CW-CMP-Hogs-0408

Project Name/Number: Star-CW-CMP-Hogs-0408/Star-CW-CMP-Hogs-0408

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property Casualty	&Approved	Yes
Form	Livestock Care, Custody or Control Coverage	Approved	Yes
Form	Livestock Care, Custody or Control Coverage	Approved	Yes
Form	Peril Covered - Livestock Suffocation	Approved	Yes
Form	Peril Covered - Livestock Suffocation	Approved	Yes
Form	Livestock Transit Coverage	Approved	Yes
Form	Equipment Breakdown Enhancement Endorsement	Approved	Yes
Form	Equipment Breakdown Coverage Schedule	Approved	Yes

Company Tracking Number: STAR-AR-CMP-HOGS-0408

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package

Liability

Product Name: Star-CW-CMP-Hogs-0408

Project Name/Number: Star-CW-CMP-Hogs-0408/Star-CW-CMP-Hogs-0408

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Livestock Care, Custody or Control Coverage	4246 GL e	1205	Endorseme Withdrawn nt/Amendm ent/Conditi ons	Replaced Form # Previous Filing #: Approved until withdrawn or revoked 01/03/06		4246 GL 1205 Livestock Care Custody or Control Coverage - REVISIONS 1205 to 0408.pdf
Approved	Livestock Care, Custody or Control Coverage		0408	Endorseme Replaced nt/Amendm ent/Conditi ons	Replaced Form # Previous Filing #:		4246 GL 0408 Livestock Care Custody or Control Coverage.pd f
Approved	Peril Covered - Livestock Suffocation	4262 CP	1103	Endorseme Withdrawn nt/Amendm ent/Conditi ons	Replaced Form # Previous Filing #: Approved until withdrawn or revoked 01/05/04		4262 CP 1205 Peril Covered - Livestock Suffocation - REVISIONS. pdf
Approved	Peril Covered - Livestock Suffocation	4262 CP	0408	Endorseme Replaced nt/Amendm ent/Conditi ons	Replaced Form # Previous Filing #:		4262 CP 0408 Peril Covered - Livestock Suffocation.p
Approved	Livestock Transit	4745 CP	0408	Endorseme New		40.60	4745 CP

SERFF Tracking Number: MEAD-125554914 State: Arkansas State Tracking Number: Filing Company: EFT \$50 Star Insurance Company

STAR-AR-CMP-HOGS-0408 Company Tracking Number:

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package

Liability

Star-CW-CMP-Hogs-0408 Product Name:

Project Name/Number: Star-CW-CMP-Hogs-0408/Star-CW-CMP-Hogs-0408

> 0408 Coverage nt/Amendm

> > ent/Conditi Livestock **Transit** ons

> > > Coverage.pd

Approved Equipment 4741 CP 0208 **Endorseme New** 4741 CP 43.40

> Breakdown nt/Amendm 0208

Enhancement ent/Conditi Equipment

Endorsement Breakdown ons

Enhanceme

Endorsemen

nt

t.pdf Approved Equipment 4740 CP 0208 **Declaration New** 4740 CP

18.90 0208

Breakdown s/Schedule

Coverage Equipment Schedule Breakdown Coverage

Schedule.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIVESTOCK CARE, CUSTODY OR CONTROL COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILTY COVERAGE FORM

Schedule *

COVERED PROPERTY:	
AGGREGATE LIMIT OF INSURANCE:	\$
DEDUCTIBLE *	\$ each occurrence *

^{*} A minimum deductible of \$1,000 applies.

A. Insuring Agreement

1. We will pay those sums that the insured becomes legally obligated to pay as damages due to physical injury to a "Covered Animal" caused by "specified causes of loss."

This coverage applies only to physical injury that occurs during the policy period. The physical injury must be caused by an "occurrence."

The term physical injury does not include any indirect or consequential damages such as loss, at any time, of market for animals, or use of animals.

- We will have the right and duty to defend any "suit" seeking damages for covered "bodily injury" or "property damage". We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - a. The amount we will pay for damages is limited as described below in D., Limits of Insurance; and
 - b. Our right and duty to defend end when we have used up the applicable Aggregate Limit of Insurance in the payment of judgments or settlements under Livestock Care, Custody or Control Coverage.

As used in this endorsement the term "suit" means a civil proceeding in which damages because of physical injury to which this insurance applies are alleged. "Suit" includes:

- An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments** of the Coverages in the Commercial General Liability Coverage Form.

B. Covered Property

Covered Property as used in this endorsement means property that is described in the Schedule.

C. Exclusions

Livestock Care, Custody or Control Coverage does not apply to:

- 1. Physical injury to animals expected or intended from the standpoint of the "insured."
- 2. Any loss, cost or expense arising out of any:
 - (1) Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants; or
 - (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, chemicals, liquids or gases.
- 3. Physical injury to animals you own, rent or borrow;
- Unauthorized intentional destruction, if we have not consented to the destruction;
- Dishonest or criminal acts committed by "you"; any of "your" partners, employees, directors, trustees, authorized representatives or anyone to whom "you" entrust a "Covered Animal" for any purpose, regardless of whether:
 - a. That person acts alone or in collusion with others; or
 - b. The act is committed during the hours of employment;
- Voluntary parting with any animal(s) by "you" or anyone else to whom "you" have entrusted the animal(s) if induced to do so by any fraudulent scheme, trick, device or false pretense;
- 7. Unauthorized instructions to transfer the animal(s) to any person or to any place;
- "Reduction in value caused by any "covered animal" becoming unfit or incapable of fulfilling the function or≪ duties for which it is kept or intended;
- Seizure or destruction of a "covered animal" under quarantine, customs regulations, confiscation of contraband or illegal transportation or trade;

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Deleted: <#>Neglect in providing the "covered animal" with proper care and

10. Seizure or destruction of a "covered animal" by order of governmental authority;

11. Any act of war, declared or undeclared;

12. Nuclear

- a. Any weapon employing atomic fusion or fission; or
- b. Nuclear reaction or radiation, or radioactive contamination from any other cause.

But we will pay for death of a "covered animal" caused by resulting fire.

13. **"**War

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents.

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treatment:¶

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D. Limits of Insurance

Our total liability for Livestock Care, Custody or Control Coverage is the Aggregate Limit of Insurance stated above.

The stated Aggregate Limit of Insurance applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance.

Therefore, the stated Aggregate Limit of Insurance is the most we will pay for the applicable period of time as described in b. above, regardless of the number of:

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Page 2 of 3

- (1) "Occurrences";
- (2) "Insureds";
- (3) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits."
- E. Section IV Commercial General Liability Coverage Conditions of the Commercial General Liability Coverage Form applies to Livestock Care, Custody or Control Coverage.
- F. Words and phrases that appear in quotation marks in this endorsement have meaning as defined in Section V. Definitions of the Commercial General Liability Coverage Form, unless otherwise defined in this endorsement.

G. Definitions

With respect to coverage provided under this endorsement, the following definitions are added to **Section V. - DEFINITIONS** of the Commercial General Liability Coverage Form:

"Covered Animal" means the animal(s) owned by others which are listed and described in the Schedule.

"Specified Causes of Loss" means the following: fire; lightning; explosion; smoke; vandalism; sinkhole collapse; electrocution; falling objects; suffocation; and weight of ice, snow or sleet.

H. Deductible

- For the purpose of the coverage provided by this endorsement, our obligation to pay on behalf of the
 insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule
 as applicable to each occurrence. The Aggregate Limit of Insurance, as shown in the Schedule, shall not
 be reduced by the amount of this deductible.
- 2. The deductible amount stated in the Schedule applies to all damages due to the physical injury of a "Covered Animal" caused by "Specified Causes of Loss".
- 3. The terms of insurance, including those with respect to:
 - (a) Our right and duty to defend any "suits" seeking those damages; and
 - (b) Your duties and the duties of any other involved insured, in the event of an act, error or omission, or "claim"

apply irrespective of the application of the deductible amount.

- 4. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
- 5. The amount of the deductible that applies to the coverage afforded by this endorsement is shown in the Schedule. However, in no event will we pay less than a minimum deductible of \$1,000.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIVESTOCK CARE, CUSTODY OR CONTROL COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILTY COVERAGE FORM

Schedule *

COVERED PROPERTY:	
AGGREGATE LIMIT OF INSURANCE:	\$
DEDUCTIBLE *	\$ each occurrence *

^{*} A minimum deductible of \$1,000 applies.

A. Insuring Agreement

1. We will pay those sums that the insured becomes legally obligated to pay as damages due to physical injury to a "Covered Animal" caused by "specified causes of loss."

This coverage applies only to physical injury that occurs during the policy period. The physical injury must be caused by an "occurrence."

The term physical injury does not include any indirect or consequential damages such as loss, at any time, of market for animals, or use of animals.

- 2. We will have the right and duty to defend any "suit" seeking damages for covered "bodily injury" or "property damage". We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - a. The amount we will pay for damages is limited as described below in D., Limits of Insurance; and
 - b. Our right and duty to defend end when we have used up the applicable Aggregate Limit of Insurance in the payment of judgments or settlements under Livestock Care, Custody or Control Coverage.

As used in this endorsement the term "suit" means a civil proceeding in which damages because of physical injury to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments** of the Coverages in the Commercial General Liability Coverage Form.

B. Covered Property

Covered Property as used in this endorsement means property that is described in the Schedule.

C. Exclusions

Livestock Care, Custody or Control Coverage does not apply to;

- 1. Physical injury to animals expected or intended from the standpoint of the "insured."
- 2. Any loss, cost or expense arising out of any:
 - (1) Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants; or
 - (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, chemicals, liquids or gases.
- 3. Physical injury to animals you own, rent or borrow;
- 4. Unauthorized intentional destruction, if we have not consented to the destruction;
- 5. Dishonest or criminal acts committed by "you"; any of "your" partners, employees, directors, trustees, authorized representatives or anyone to whom "you" entrust a "Covered Animal" for any purpose, regardless of whether:
 - a. That person acts alone or in collusion with others; or
 - b. The act is committed during the hours of employment;
- 6. Voluntary parting with any animal(s) by "you" or anyone else to whom "you" have entrusted the animal(s) if induced to do so by any fraudulent scheme, trick, device or false pretense;
- 7. Unauthorized instructions to transfer the animal(s) to any person or to any place;
- 8. Reduction in value caused by any "covered animal" becoming unfit or incapable of fulfilling the function or duties for which it is kept or intended;
- 9. Seizure or destruction of a "covered animal" under quarantine, customs regulations, confiscation of contraband or illegal transportation or trade;
- 10. Seizure or destruction of a "covered animal" by order of governmental authority;
- 11. Any act of war, declared or undeclared;
- 12. Nuclear
 - a. Any weapon employing atomic fusion or fission; or
 - b. Nuclear reaction or radiation, or radioactive contamination from any other cause.

But we will pay for death of a "covered animal" caused by resulting fire.

13. War

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents.

D. Limits of Insurance

- 1 Our total liability for Livestock Care, Custody or Control Coverage is the Aggregate Limit of Insurance stated above.
- 2. The stated Aggregate Limit of Insurance applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance.
- 3. Therefore, the stated Aggregate Limit of Insurance is the most we will pay for the applicable period of time as described in b. above, regardless of the number of:

- (1) "Occurrences";
- (2) "Insureds";
- (3) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits."
- **E.** Section IV Commercial General Liability Coverage Conditions of the Commercial General Liability Coverage Form applies to Livestock Care, Custody or Control Coverage.
- F. Words and phrases that appear in quotation marks in this endorsement have meaning as defined in Section
 V. Definitions of the Commercial General Liability Coverage Form, unless otherwise defined in this endorsement.

G. Definitions

With respect to coverage provided under this endorsement, the following definitions are added to **Section V. - DEFINITIONS** of the Commercial General Liability Coverage Form:

"Covered Animal" means the animal(s) owned by others which are listed and described in the Schedule.

"Specified Causes of Loss" means the following: fire; lightning; explosion; smoke; vandalism; sinkhole collapse; electrocution; falling objects; suffocation; and weight of ice, snow or sleet.

H. Deductible

- 1. For the purpose of the coverage provided by this endorsement, our obligation to pay on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to each occurrence. The Aggregate Limit of Insurance, as shown in the Schedule, shall not be reduced by the amount of this deductible.
- 2. The deductible amount stated in the Schedule applies to all damages due to the physical injury of a "Covered Animal" caused by "Specified Causes of Loss".
- **3.** The terms of insurance, including those with respect to:
 - (a) Our right and duty to defend any "suits" seeking those damages; and
 - (b) Your duties and the duties of any other involved insured, in the event of an act, error or omission, or "claim"

apply irrespective of the application of the deductible amount.

- **4.** We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
- **5.** The amount of the deductible that applies to the coverage afforded by this endorsement is shown in the Schedule. However, in no event will we pay less than a minimum deductible of \$1,000.

All other policy terms, conditions, definitions and exclusions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERIL COVERED - LIVESTOCK SUFFOCATION

This endorsement modifies insurance provided under the following:

	SS PROPERTY AND INCOME COVERAGE PAI COVERAGE ENDORSEMENT	RT	Formatted: Space After: 12 pt
	Schedule*		
_ocation #:	Building and Livestock Description	Limit of Insurance	
.	<u>-</u>	<u>-</u>	
·	<u>-</u>	<u>-</u>	
		<u>-</u>	
*Information require Declarations.	ed to complete this Schedule, if not shown on t	this endorsement, will be shown in t	Formatted: Space After: 0 pt the
	livestock described in the Schedule, the following is a Endorsement, but only with respect to that livestock		the Formatted: Space After: 12 pt
A. Peril Covered			
Suffocation			
We will pay for shown in the Sc	loss to covered livestock caused by suffocation or as shedule due to:	phyxiation while in the covered building	l(s)
1. Loss of elec	ctrical power to ventilating equipment occurring on or	away from scheduled location(s);	Deleted: the corresponding
2. Mechanical	breakdown of ventilating equipment in building(s) at	scheduled location(s); or	Deleted: of the covered building(s);
3. Smothering	from an external cause.		
system which w	e to covered livestock as a result of a total power ou vill respond. The alarm system must be maintained in least three persons while away from the premises on	good working order and must be capa	
is covered if yo system must be	e to covered livestock as the result of a partial power ou have an alarm system wired to respond to a che maintained in good working order and must be cap in the premises on a 24 hour basis.	ange in building temperature. The ala	<u>irm</u>
In addition, you	ı must have a standby electrical generating system	n maintained in good working order. T	he← Formatted: Indent: Left: 0.25"
generator can b	e automatic start, manual start, PTO driven, either fix	(ed or portable, and must be accessible	.: Deleted: Perils Excluded
B. Exclusions			
"We" do not pay	/ for loss or damage:		
1. To the venti	ilating equipment;		Deleted: 11 03
42 62 CP <u>04 08</u> ,	Includes copyrighted material of Insurance Services Office, Inc	., with its permission. Page 1 of 3	/

AGRIBUSINESS PROPERTY AND INCOME COVERAGE PART

- 2. Caused by blown fuses (a circuit breaker switch is not a fuse);
- If there is no standby electrical generating system in good working order present or accessible;
- 4. Caused by the shutting off of any switch or other device to control the flow of electrical power to the covered building(s) whether such act is intentional or not;
- Caused by the deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current;
- 6. Caused by the disconnection of any generating system from the source of power;
- 7. Caused by the inability of the electrical utility company or any other power source including the aforementioned generating system to provide sufficient power due to:
 - a. Lack of fuel;
 - b. Lack of capacity to make enough power; or
 - c. Government order;
- 8. Caused by or contributed to by the following:
 - a. Disease, edema, infection; sickness, fungus or parasites;
 - b. Freezing, huddling, piling, fright or stampeding;
 - c. Inoculation or treatment given by any person(s);
 - d. Poison or contaminated feed, water medicine, drugs or feed ingredients; or
 - e. Any act including but not limited to negligence, abuse or mistreatment committed by or at the direction of any insured with or without intent to cause loss;
- 9. Due to loss of market, loss of market value, loss of use, or consequential loss; or
- 10. Caused by the destruction of livestock at the direction of any civil authority.

Exclusions 4, and 5, apply regardless of whether the shutting off or deactivation occurs on or off a "covered location".

C. Additional Conditions

The following conditions apply only to the Suffocation Peril as described above.

1. Item 1. Notice in the What Must Be Done In The Case Of Loss is deleted and replaced by the following: Notice

In case of a loss, "you" must:

- Notify us or your agent within twenty-four (24) hours of the loss. Include a description of the property involved and describe how, when and where the loss occurred; and
- Allow a licensed veterinarian onto your premises to necropsy up to 20% (twenty percent) of the dead livestock within 48 (forty-eight) hours of the loss and at our expense. If you request additional necropsy reports in excess of the 20% (twenty percent) already conducted, then this will be at your expense.
- 2. The following is added to the How Much We Will Pay Section:

In the event of a loss insured against under this endorsement, we will pay the total value of the deadlivestock. However, if the necropsy findings determine that a percentage of the dead livestock was diseased or otherwise not covered, then that percentage will be deducted from the total number of dead livestock claimed before determination of any other value or application of the deductible.

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Deleted: <#>Caused by or contributed to by your failure to maintain in good working order both an:¶ <#>Alarm system wired to respond to total power outages and partial power outages including tripped circuit breakers. This alarm must be capable of contacting you or your employees on a 24 hour basis while away from the premises; and a¶ <#>Standby electrical generating system. This generator can be automatic start, manual start or PTO driven;¶

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Page 2 of 3

AGRIBUSINESS PROPERTY AND INCOME COVERAGE PART

All other policy terms, conditions, definitions and exclusions remain unchanged.

Deleted: All other provisions of this policy apply.

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Page 3 of 3

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERIL COVERED - LIVESTOCK SUFFOCATION

This endorsement modifies insurance provided under the following:

AGRIBUSINESS PROPERTY AND INCOME COVERAGE PART LIVESTOCK COVERAGE ENDORSEMENT

With respect to the livestock described in the Schedule, the following is added to the Perils Covered section of the Livestock Coverage Endorsement, but only with respect to that livestock item:

A. Peril Covered

Suffocation

We will pay for loss to covered livestock caused by suffocation or asphyxiation while in the covered building(s) shown in the Schedule due to:

- 1. Loss of electrical power to ventilating equipment occurring on or away from scheduled location(s);
- 2. Mechanical breakdown of ventilating equipment in building(s) at scheduled location(s); or
- 3. Smothering from an external cause.

Loss or damage to covered livestock as a result of a total power outage is covered if you have a wired alarm system which will respond. The alarm system must be maintained in good working order and must be capable of contacting at least three persons while away from the premises on a 24 hour basis.

Loss or damage to covered livestock as the result of a partial power outage, including tripped circuit breakers, is covered if you have an alarm system wired to respond to a change in building temperature. The alarm system must be maintained in good working order and must be capable of contacting at least three persons while away from the premises on a 24 hour basis.

In addition, you must have a standby electrical generating system maintained in good working order. The generator can be automatic start, manual start, PTO driven, either fixed or portable, and must be accessible.

B. Exclusions

"We" do not pay for loss or damage:

1. To the ventilating equipment;

^{*}Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

AGRIBUSINESS PROPERTY AND INCOME COVERAGE PART

- 2. Caused by blown fuses (a circuit breaker switch is not a fuse);
- 3. If there is no standby electrical generating system in good working order present or accessible;
- 4. Caused by the shutting off of any switch or other device to control the flow of electrical power to the covered building(s) whether such act is intentional or not;
- 5. Caused by the deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current;
- 6. Caused by the disconnection of any generating system from the source of power;
- 7. Caused by the inability of the electrical utility company or any other power source including the aforementioned generating system to provide sufficient power due to:
 - a. Lack of fuel:
 - b. Lack of capacity to make enough power; or
 - c. Government order;
- 8. Caused by or contributed to by the following:
 - a. Disease, edema, infection; sickness, fungus or parasites;
 - b. Freezing, huddling, piling, fright or stampeding;
 - c. Inoculation or treatment given by any person(s);
 - d. Poison or contaminated feed, water medicine, drugs or feed ingredients; or
 - e. Any act including but not limited to negligence, abuse or mistreatment committed by or at the direction of any insured with or without intent to cause loss;
- 9. Due to loss of market, loss of market value, loss of use, or consequential loss; or
- 10. Caused by the destruction of livestock at the direction of any civil authority.

Exclusions 4. and 5. apply regardless of whether the shutting off or deactivation occurs on or off a "covered location".

C. Additional Conditions

The following conditions apply only to the Suffocation Peril as described above.

1. Item 1. Notice in the What Must Be Done In The Case Of Loss is deleted and replaced by the following:

Notice

In case of a loss, "you" must:

- a. Notify us or your agent within twenty-four (24) hours of the loss. Include a description of the property involved and describe how, when and where the loss occurred; and
- b. Allow a licensed veterinarian onto your premises to necropsy up to 20% (twenty percent) of the dead livestock within 48 (forty-eight) hours of the loss and at our expense. If you request additional necropsy reports in excess of the 20% (twenty percent) already conducted, then this will be at your expense.
- 2. The following is added to the How Much We Will Pay Section:

In the event of a loss insured against under this endorsement, we will pay the total value of the dead livestock. However, if the necropsy findings determine that a percentage of the dead livestock was diseased or otherwise not covered, then that percentage will be deducted from the total number of dead livestock claimed before determination of any other value or application of the deductible.

All other policy terms, conditions, definitions and exclusions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIVESTOCK TRANSIT COVERAGE

This endorsement modifies insurance provided under the following:

AGRIBUSINESS PROPERTY AND INCOME COVERAGE PART

With respect to livestock specifically described in the "declarations":

"We" will pay up to \$5,000 in any one occurrence for loss or damage to livestock while in the course of being transported, unless a higher "limit" is shown on the "declarations" for Livestock Transit Coverage. This "limit" is part of and not in addition to the "limit" shown on the "declarations" for livestock.

All other policy terms, conditions, definitions and exclusions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

AGRIBUSINESS PROPERTY AND INCOME COVERAGE PART – AG 0100 PERILS COVERED – BASIC – 4264 CP PERILS COVERED – BROAD – 4263 CP

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

AGRIBUSINESS PROPERTY AND INCOME COVERAGE PART – AG 0100

DEFINITIONS

The following **Definitions** are added:

24. "Specified Perils" also means "Equipment Breakdown".

"Equipment Breakdown" as used herein means:

- a. Physical loss or damage both originating within:
 - (1) Boilers, fired or unfired pressure vessels, vacuum vessels, and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding:
 - a. waste disposal piping;
 - b. any piping forming part of a fire protective system;
 - c. furnaces; and
 - **d.** any water piping other than:
 - i. boiler feed water piping between the feed pump and the boiler;
 - ii. boiler condensate return piping; or
 - **iii.** water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes.
 - (2) All mechanical, electrical, electronic or fiber optic equipment, but not including Mobile Equipment.
- **b.** Caused by, resulting from, or consisting of:
 - (1) Mechanical breakdown;
 - (2) Electrical or electronic breakdown; or
 - (3) Rupture, bursting, bulging, implosion, or steam explosion.

However, "Equipment Breakdown" will not mean:

Physical loss or damage caused by or resulting from any of the following; however if loss or damage not otherwise excluded results, then "we" will pay for such resulting damage:

- (1) Wear and tear:
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect, mold or any other quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;

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- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals:
- **(6)** Any accident, loss, damage, cost, claim, or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data by any computer system including any hardware, programs or software;
- (7) Scratching and marring;
- (8) Loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement and flood.

PROPERTY COVERED

Property Covered excludes "mobile equipment".

ADDITIONAL COVERAGES

The following Additional Coverages are deleted and replaced with the following:

8. Pollutant Clean-Up and Removal

"We" will pay for the pollutant clean up and removal for loss resulting from an "Equipment Breakdown".

The most "we" will pay for the pollutant clean up and removal is \$250,000 unless a higher limit is indicated on the Declarations. In that case, whichever limit is greater will apply.

The following **Additional Coverages** are added:

10. Expediting Expense

"We" will pay for the expediting expense loss resulting from an "Equipment Breakdown" with respect to "your" damaged Covered Property. "We" will pay the reasonable extra cost to:

- (1) Make temporary repairs;
- (2) Expedite permanent repairs; and
- (3) Expedite permanent replacement

Reasonable extra cost shall mean "the extra cost of temporary repair and of expediting the repair of such damaged equipment of the insured, including overtime and the extra cost of express or other rapid means of transportation." This will be a part of and not an addition to the limit per loss.

11. Livestock

We will pay for the "Livestock" loss resulting from an "Equipment Breakdown". "Livestock" as used herein means cattle, sheep, swine, goats, horses, mules, donkeys, and hybrids thereof.

The most we will pay for "Livestock" is \$25,000 per occurrence. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of an "Equipment Breakdown" which take place in a 12-month period (starting with the beginning of the present annual policy period).

SUPPLEMENTAL COVERAGES

The following **Supplemental Coverages** are deleted and replaced with the following:

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13. Spoilage

"We" will pay for loss of perishable goods due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by an "Equipment Breakdown" to Covered Property covered by this policy that are:

- (1) Located on or within 1,000 feet of "your" described premises; and
- (2) Owned by "you", the building owner at "your" described premises, or owned by a public utility.

However, "we" will not pay for any loss, damage cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water, water damage, earth movement or flood.

The most "we" will pay for loss or damage under this Additional Coverage is \$250,000, unless a higher limit is indicated on the Declarations. In that case, whichever limit is greater will apply.

16. Utility Service Interruption

Any insurance provided for Business Income or Extra Expense is extended to apply to "your" loss, damage or expense caused by an "Equipment Breakdown" to equipment that is owned by a utility, landlord or other supplier with whom "you" have a contract to supply "you" with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must meet the definition of "Equipment Breakdown" except that it is not Covered Property.

The following **Supplemental Coverages** are added:

20. Refrigerant Contamination

"We" will pay the loss from contamination by refrigerant used in refrigerating, cooling, or humidity control equipment at the described premises as a result of an "Equipment Breakdown".

The most "we" will pay for loss or damage under this Additional Coverage is \$250,000, unless a higher limit is indicated on the Declarations. In that case, whichever limit is greater will apply.

21. CFC Refrigerants

"We" will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances.

Additional costs mean those in excess of what would have been required to repair or replace Covered Property, had no CFC refrigerant been involved.

"We" pay no more than the least of the following:

- (1) The cost to repair the damaged property and replace any lost CFC refrigerant;
- (2) The cost to repair the damaged property, retrofit the system to accept a non-CFC refrigerant, and charge the system with a non-CFC refrigerant; or
- (3) The cost to replace the system with one using a non-CFC refrigerant.

PERILS EXCLUDED

The following **Perils Excluded** are deleted:

2.g. Electrical Currents – "We" do not pay for loss caused by arcing or by electrical currents other than lightning. If a fire results, "we" cover only the loss caused by fire.

"We" do cover the direct loss by a covered peril which occurs at a "covered location" as a result of any power interruption or interruption of other utility services.

This exclusion does not apply to "computers"; Computer Disturbance under Other Coverages; the Supplemental Coverage, if provided, for Spoilage; or coverage for Electrical Breakdown, if provided.

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- **2.h. Explosion** "We" do not pay for loss caused by explosion of alcohol stills, steam boilers, steam pipes, steam turbines, or steam engines that "you" own or lease or that are operated under "your" control. If a fire or combustion explosion results, "we" do cover the resulting loss. "We" also cover loss caused by the explosion of gas or fuel in a firebox, combustion chamber, or flue.
- **2.I. Mechanical Breakdown** "We" do not pay for loss caused by mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force. "We" do cover any resulting loss caused by a "specified peril", breakage of building glass, or elevator collision.

This exclusion does not apply to "computers", or the Supplemental Coverage, if provided, for Spoilage; or coverage for Electrical Breakdown, if provided.

ADDITIONAL PROPERTY NOT COVERED OR SUBJECT TO LIMITATIONS

The following Additional Property Not Covered or Subject to Limitations is deleted:

2. Boilers - "We" do not cover loss to steam boilers, steam pipes, steam turbines, or steam engines caused by any condition or occurrence within such equipment. "We" do cover loss to such equipment caused by the explosion of gas or fuel in a firebox, combustion chamber or flue.

"We" do not cover loss to hot water boilers or heaters caused by any condition or occurrence within such equipment other than explosion. This exclusion includes bursting, cracking, or rupturing.

OTHER CONDITIONS

The following **Other Conditions** are added:

18. Suspension

Whenever Covered Property is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss to that Covered Property for the perils covered by this endorsement. Coverage can be suspended and possibly reinstated by delivering or mailing a written notice of suspension / coverage reinstatement to:

- (1) "Your" last known address; or
- (2) The address where the property is located.

If "we" suspend "your" insurance, "you" will get a pro rata refund of premium. But the suspension will be effective even if "we" have not yet made or offered a refund.

19. Jurisdictional Inspections

If any Covered Property under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, "we" agree to perform such inspection on "your" behalf. "We" do not warrant that conditions are safe or healthful.

20. Environmental, Safety and Efficiency Improvements

If Covered Property requires replacement due to an "Equipment Breakdown", "we" will pay "your" additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, "we" will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which Actual Cash Value applies.

PERILS COVERED-BASIC – 4264 CP, PERILS COVERED-BROAD – 4263 CP

The following Perils Covered – Basic and Perils Covered – Broad are deleted:

- **A.c.(1)** Explosion of alcohol stills, steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control.
- A.c.(2) Electric arcing

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PERILS COVERED - BASIC 4264 CP

The following **Perils Covered – Basic** are added:

A.n. "Equipment Breakdown"

PERILS COVERED - BROAD 4263 CP

The following **Perils Covered – Broad** are deleted and replaced with the following::

A.s. Sudden and Accidental Damage from artificially generated electrical current.

The following **Perils Covered – Broad** are added:

A.t. "Equipment Breakdown"

All other terms and conditions of this policy remain unchanged.

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EQUIPMENT BREAKDOWN COVERAGE SCHEDULE

Equipment Breakdown is subject to the Limits of Insurance shown in the Agribusiness Property & Income Coverage Part Declarations except as specifically shown below.

These coverages apply to all locations covered on the policy, unless otherwise specified.

SCHEDULE

COVERAGES	LIMITS
Equipment Breakdown Limit	Follows Property Forms & Limits
Business Income	Follows Property Forms & Limits
Extra Expense	Follows Property Forms & Limits
Expediting Expense	Follows Property Forms & Limits
Pollutant Clean Up and Removal	\$
Spoilage	\$
Refrigerant Contamination	\$
Utility Service Interruption	Follows Property Forms & Limits
Consequential Loss to Livestock	\$ 25,000
Computers	Follows Property Forms & Limits
DEDUC	TIBLES
Combined, All Coverages	Same as Property, see Schedule.
Direct Coverages	\$
Indirect Coverages	\$ or Hrs. or ADV
OTHER CO	NDITIONS

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Company Tracking Number: STAR-AR-CMP-HOGS-0408

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package

Liability

Product Name: Star-CW-CMP-Hogs-0408

Project Name/Number: Star-CW-CMP-Hogs-0408/Star-CW-CMP-Hogs-0408

Rate Information

Rate data does NOT apply to filing.

Company Tracking Number: STAR-AR-CMP-HOGS-0408

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package

Liability

Product Name: Star-CW-CMP-Hogs-0408

Project Name/Number: Star-CW-CMP-Hogs-0408/Star-CW-CMP-Hogs-0408

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 04/08/2008

Property & Casualty

Comments:
Attachment:
Transmittal.pdf

Property & Casualty Transmittal Document

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Effective March 1, 2007

20. This filing transmittal is part of Company Tracking # | STAR-AR-CMP-AGRI-0408

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Star Insurance Company (Star) writes commercial lines of insurance in your state, Star is a member of the Insurance Services Office (ISO), and Star has authorized ISO to file rules and forms on our behalf in your state. We write a set of commercial multiple peril agricultural programs for Hog Confinement, Seed Producers, and Feedlot operations in your state using an array of ISO and independent rates, forms, and endorsements. We note that rates are exempt from formal filing requirements in Arkansas, so manual pages will be desk-filed for recordkeeping purposes.

For Hog Confinement operations, we apply to revise two endorsements, and we apply to introduce a new endorsement with an accompanying rate and rule on a revised manual page. The proposed two form revisions, 4246 GL Livestock Care, Custody or Control and 4262 CP Livestock Suffocation are for clarification purposes only and are anticipated to have no rate effect on insureds. For 4246 GL Livestock Care, Custody or Control, we have found that exlusion 8 has caused confusion among insureds; we eliminate this exclusion and propose to address any related individual risk issues through underwriting and loss control. For 4262 CP Livestock Suffocation, we further define the alarm systems required for partial or complete power outages. The charge for the new endorsement 4745 CP Livestock Transit Coverage is based on that of a key competitor, and as such is presumed to be a competitive rate which in the long term will approximately cover the expected loss costs, such that there is anticipated to be no rate effect on insureds electing this endorsement.

For Hog Confinement and Seed Producers operations, we apply to add an Equipment Breakdown enhancement endorsement and schedule, along with a manual page showing rates and rules. Please note that we already have this coverage filed in your state for Feedlot operations. The Equipment Breakdown perils have traditionally been covered under separate Boiler and Machinery coverage forms. A growing trend within the industry is to include this coverage under one contract by providing coverage through an enhancement endorsement. This enhancement endorsement adds back the three Equipment Breakdown perils (Mechanical, Electrical and Pressure system breakdown) which are normally excluded in the property forms. This is an optional coverage to be elected by insureds.

Forms are submitted on a prior appproval basis; manual page rates and rules are desk-filed for recordkeeping purposes. We apply to implement these changes effective 05/01/08 or as soon as practical following your approval of this filing. Enclosed please find filing documentation for your review.

Filing Fees (Filer must provide check # and fee amount if applicable)

[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: EFT Amount: 50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

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^{***}Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)